

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

FILED
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UNITED STATES OF AMERICA,

10 JUN -3

PDG SN 201A 6488

Civil Case No:

CV 10-

2542

-v-

Plaintiff,

U.S. DISTRICT COURT

EASTERN DISTRICT
OF NEW YORK

HARIJA B. DURAKOVIC
a/k/a HARIJA DURAKOVIC,

KORMAN, J.

Defendant.
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COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Richmond County, New York within the jurisdiction of this Court and may be served with service of process at 120 York Avenue, Staten Island, New York 10301.

The Debt

3. The debt owed the USA is as follows:

Claim

A. Current Principal <i>(after application of all prior payments, credits, and offsets)</i>	\$7,729.41
B. Current Capitalized Interest Balance and Accrued Interest	\$6,247.75
C. Administrative Fee, Costs, Penalties	\$ 0.00
D. Attorney Fees	<u>As Awarded</u>
Total Owed	\$13,977.16

4. The certificates of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 3.280% per annum.

Failure to Pay

5. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

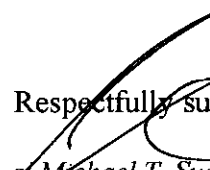
WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and that, pursuant to 28 U.S.C. § 1961, post-judgment interest be awarded on the judgment at the legal rate until paid in full;

- B. For attorneys' fees to the extent allowed by law; and,
- C. For such other relief which the Court deems proper.

Dated: Brooklyn, New York
June 1, 2010

Respectfully submitted,


Michael T. Sucher, Esq.

MICHAEL T. SUCHER, ESQ.
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U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

Harija B. Durakovic
AKA: Harija Durakovic
120 York Ave.
Staten Island, NY 10301
Account No.:XXXXXX4252

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 04/08/10.

On or about 10/17/94, the borrower executed promissory note(s) to secure loan(s) of \$6,625.00 from Citibank. This loan was disbursed for \$2,625.00 and \$4,000.00 on 11/14/94 and 01/09/95, at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by New York State Higher Education Services Corporation, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 07/30/97, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$7,847.48 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 11/21/03, assigned its right and title to the loan to the Department.

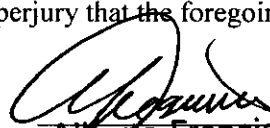
Since assignment of the loan, the Department has credited a total of \$60.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	\$ 7,729.41
Interest:	\$ 6,210.24
Total Administrative Charges Due:	\$ 0.00
Total Penalty Charges Due:	\$ 0.00
Total debt as of 04/08/10:	\$13,939.65

Interest accrues on the principal shown here at the current rate of 3.28 percent and a daily rate of \$0.69 through June 30, 2010, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 5/19/10


Alberto Francisco
Loan Analyst
Senior Loan Analyst
Litigation Support